

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2017- 256- C**

**October 25, 2017**

IN RE: Application of Combined Public Communications, )  
 LLC for a Certificate of Public Convenience and )  
 Necessity to Provide Intrastate Resold Institutional ) **STIPULATION**  
 Telecommunications Services and for Alternative )  
 Regulation Within the State of South Carolina )

This Stipulation is made by and among the South Carolina Office of Regulatory Staff ("ORS") and Combined Public Communications, LLC ("Company") (collectively referred to as the "Parties" or sometimes individually as a "Party").

WHEREAS, on August 10, 2017, the Company filed its Application for a Certificate of Public Convenience and Necessity to Provide Intrastate Resold Institutional Telecommunications Services and for Alternative Regulation Within the State of South Carolina;

WHEREAS, ORS has reviewed the Application and testimony of Jonathan Neal Brooks, IV and Brett E. Ruschman;

WHEREAS, the Company proposes to provide automated operator-assisted collect and prepaid calling services to inmates and other incarcerated persons in confinement institutions throughout the State of South Carolina;

WHEREAS, as a result of its investigation, ORS has determined that subject to the provisions set forth below, ORS does not oppose the Company's request for authority to resell intrastate specialized inmate telecommunications services within the State of South Carolina;

WHEREFORE, in the spirit of compromise, the Parties hereby stipulate and agree to the following terms and conditions:

- 1) The Company agrees to post a bond consistent with the terms in S.C. Code Ann. Reg. 103-607, specifically the amount of the bond shall be no less than \$100,000.
- 2) ORS does not oppose the Company's request that it be exempt from any financial recording rules or regulations that require it to maintain its financial records in conformance with the Uniform System of Accounts;
- 3) ORS does not oppose the Company's request of a waiver of S.C. Code Ann. Reg. 103-610 that it be exempt from maintaining all records within the state of South Carolina;
- 4) The Company agrees to maintain its books and records associated with its South Carolina operations in a manner that would permit ORS to verify any of the Company's reports filed with the Commission and provided to ORS;
- 5) ORS does not oppose the Company's request of a waiver of 26 S.C. Reg. 103-612.2.3 requirement to file operating maps;
- 6) The Company agrees to file with the Commission and ORS a completed authorized utility representative form (AURF) within thirty (30) days of the Commission's order and to maintain and update the AURF as changes occur;
- 7) The Company agrees to comply with all orders, directives, guidelines, rules and regulations of the Commission unless the Commission has expressly waived such requirement, rule or regulation;
- 8) The Company agrees to file a final revised tariff with both ORS and the Commission within thirty (30) days of the Commission Order granting certification, and the revised tariff shall reflect and be in accordance with ORS's recommendations;
- 9) The Company agrees to file and maintain, in current status, its tariff with the Commission electronic tariff filing system;
- 10) The Company agrees to resell the services only of those telecommunications carriers authorized to do business in South Carolina by the Commission. The Company agrees that provision of service using Internet Protocol ("IP") technology does not, in any way, change or diminish the Commission's authority to regulate the Company and its services in accordance with state law; and
- 11) The Company agrees to support and file necessary financial information with the Commission and ORS for USF reporting, dual party relay service fund reporting, annual reporting, gross receipts reporting, authorized utility representative information, and/or any other reporting which may now or in the future be applicable to telecommunications providers such as the Company. The Parties agree that such reports shall be filed pursuant to ORS's instructions and that monies shall be remitted in accordance with the directions of ORS and the Commission's requirements.
- 12) ORS is charged by law with the duty to represent the public interest of South Carolina pursuant to S.C. Code § 58-4-10(B) (Supp. 2014). S.C. Code § 58-4-10(B)(1) through (3) read in part as follows:
  - ... 'public interest' means a balancing of the following:
    - (1) concerns of the using and consuming public with respect to public utility services, regardless of the class of customer;

- (2) economic development and job attraction and retention in South Carolina; and
- (3) preservation of the financial integrity of the State's public utilities and continued investment in and maintenance of utility facilities so as to provide reliable and high quality utility services.

ORS believes the Stipulation reached among the Parties serves the public interest as defined above.

13) The Parties agree to advocate that the Commission accept and approve this Stipulation in its entirety as a fair, reasonable and full resolution of all issues in the above-captioned proceeding and that the Commission take no action inconsistent with its adoption. The Parties further agree to cooperate in good faith with one another in recommending to the Commission that this Stipulation be accepted and approved by the Commission. The Parties agree to use reasonable efforts to defend and support any Commission order issued approving this Stipulation and the terms and conditions contained herein.

14) The Parties represent that the terms of this Stipulation are based upon full and accurate information known as of the date this Stipulation is executed. If, after execution, either Party is made aware of information that conflicts with, nullifies, or is otherwise materially different than that information upon which this Stipulation is based, either Party may withdraw from the Stipulation with written notice to the other Party.

15) The Parties agree that signing this Stipulation will not constrain, inhibit, impair or prejudice their arguments or positions held in other collateral proceedings, nor will it constitute a precedent or evidence of acceptable practice in future proceedings. If the Commission declines to approve the Stipulation in its entirety, then any Party desiring to do so may withdraw from the Stipulation in its entirety without penalty or obligation.

16) This Stipulation shall be interpreted according to South Carolina law.

17) The above terms and conditions fully represent the agreement of the Parties hereto. Therefore, each Party acknowledges its consent and agreement to this Stipulation by affixing its signature or by authorizing counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of the agreement. Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the original signature pages combined with the body of the document constituting an original and provable copy of this Stipulation. The Parties agree that in the event any Party should fail to indicate its consent to this Stipulation and the terms contained herein, then this Stipulation shall be null and void and will not be binding on any Party.

**[PARTY SIGNATURES TO FOLLOW ON SEPARATE PAGES]**

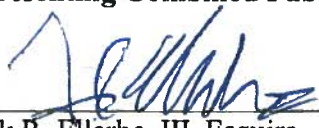
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